

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

In the Matter of CADILLAC INSURANCE COMPANY,
IN LIQUIDATION

BILL SCHUETTE, Attorney General
of the State of Michigan, ex rel
ANN E. FLOOD, Director of the
Department of Insurance and Financial Services
of the State of Michigan,

File No.: 89-64126-CR

Hon. William E. Collette

Petitioners,

vs.

CADILLAC INSURANCE COMPANY,
a Michigan Corporation,

Respondent.

MARK J. ZAUSMER (P31721)
Special Assistant Attorney General
AMY SITNER APPLIN (P46900)
ZAUSMER, KAUFMAN, AUGUST
& CALDWELL, P.C.
Attorneys for Petitioners
31700 Middlebelt Road, Suite 150
Farmington Hills, MI 48334
(248) 851-4111

**ORDER DECLARING FURNITURE ABANDONED AND ALLOWING
RECEIVER TO DISPOSE OF FURNITURE ACCORDINGLY**

At a session of said Court held in the City of Mason, County of
Ingham, State of Michigan on: 2/12/14

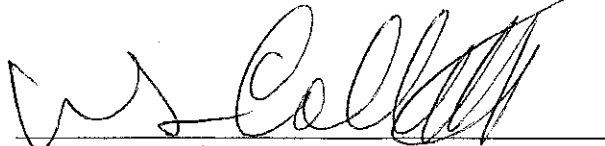
PRESENT: HON. WILLIAM E. COLLETTE, CIRCUIT COURT JUDGE

This matter having come before the Court on the Receiver/Liquidator's Petition For Order Declaring Furniture Abandoned and Allowing Receiver to Dispose of Furniture Accordingly, the Court having reviewed the Petition and having heard oral argument thereon, no timely objection to the Petition having been filed, and the Court being otherwise duly advised in the premises;

NOW THEREFORE, IT IS HEREBY ORDERED that EMS Enterprises, Inc. ("EMS"), as the successor to Arlan's Agency, Inc., may, within ^{ten (10)} ~~seven (7)~~ days after ^{service} ~~entry~~ of this Order, ^{mail to} ~~make~~ ~~counsel for the Liquidator, via first class mail, with a copy to the Court, a notice~~ ~~arrangements with the receivership staff~~ ~~that EMS intends~~ to pick up any Furniture (as defined in the attached Agreement Regarding Furniture and Equipment, as amended) that is currently in the possession of the Cadillac receivership.

IT IS FURTHER ORDERED that if EMS fails to, within ^{ten (10)} ~~seven (7)~~ days after ^{service} ~~entry~~ of this Order, ^{mail the notice provided for above, the Deputy Receiver may file with} ~~make arrangements with the receivership staff to pick up the Furniture in a timely manner~~ ~~the Court an affidavit attesting that no response from EMS was received,~~ ~~that is consistent with the requirements of the receivership's lease,~~ or if EMS fails to pick up the ~~and upon the filing of said affidavit,~~ ~~Furniture as scheduled (absent exigent circumstances and/or agreement of the parties),~~ the Furniture ~~will be deemed~~ ^{will be} ~~is declared~~ to be abandoned property, and the Deputy Receiver ~~is~~ ^{will be} authorized to dispose of the Furniture in such manner as he sees fit so as to permit timely closure of the estate consistent with the prior orders of this Court.

IT IS FURTHER ORDERED that this Order shall be served ^{within three (3)} ~~promptly~~ upon EMS, ^{days from the date} ~~via email~~ ^{of this Order} and first class mail to EMS's counsel and via facsimile to Mr. Ernest Solomon, and proof of such service shall be filed with this Court.


Honorable William E. Collette
Ingham Circuit Court Judge

AGREEMENT REGARDING FURNITURE AND EQUIPMENT

THIS AGREEMENT REGARDING FURNITURE AND EQUIPMENT (the "Agreement") is entered into this 12th day of May, 1993, by and among Ernest M. Solomon, individually and as President of Arlan's Agency, Inc. ("Arlan's"), Cadillac Insurance Company in Liquidation, Cadillac Life Insurance Company, City Premium Budget Company, Inc., World Premium Budget Service Company, Inc., (collectively "Cadillac")

WHEREAS, Cadillac is utilizing certain furniture and equipment at its offices at 31155 Northwestern Highway, Suite C, (the "Premises"), Farmington Hills, Michigan, which furniture and equipment is owned by Arlan's.

WHEREAS, Cadillac owns a desk and credenzas which Solomon and Arlan's desire to own.

WHEREAS, Cadillac, Arlan's, and Solomon are moving their respective offices from 31155 Northwestern Highway, and desire to enter into this Agreement regarding the use and disposition of furniture and equipment presently utilized and/or owned by Cadillac, Arlan's, and/or Solomon.

NOW, THEREFORE in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. For the consideration described in paragraph 2 below, Arlan's shall take ownership of, and remove from the Premises, the desk and three credenzas (collectively, the "Desk"), which are more specifically described in Exhibit A hereto. Arlan's shall remove the desk at its expense on or before June 1, 1993, and Arlan's shall be solely responsible for any damages caused to the Premises as a result of said removal. Arlan's and Solomon agree to indemnify Cadillac from any expense, cost, claim or liability which arises out of or results from the removal of the Desk. Arlan's takes ownership of the Desk on an "as is" basis, and Cadillac makes no warranty or representations as to the condition of the Desk.

2. In exchange for the Desk, Cadillac shall take possession of and have the right to use, without any charge or rental whatsoever, the furniture and equipment described in Exhibit B hereto (collectively, the "Furniture"). Cadillac shall have the right to use the Furniture indefinitely until the Cadillac liquidation and any lawsuits and proceedings related thereto are complete, including, without limitation, the entire three year lease term for the new space to which Cadillac is moving. Cadillac's use of the furniture is on an "as is" basis, and neither Solomon nor Arlan's warrants or represents in any way the condition of the Furniture.

3. Upon termination of Cadillac's possession and use of the Furniture by the terms of this Agreement, or at such other times as Cadillac no longer requires possession of the Furniture, Cadillac shall provide thirty (30) days written notice (via certified mail, return receipt requested) to Arlan's, and Arlan's and/or Solomon shall make arrangements to pick up the Furniture at their expense.

4. Cadillac shall, in good faith, take reasonable care of the Furniture. It is agreed that Cadillac shall make every reasonable effort to return the Furniture in like condition as received. To the extent that any of the Furniture breaks or otherwise becomes not servicable or usable, Cadillac shall have no liability to Arlan's, Solomon, or any other party hereto as a result therefrom.

5. Arlan's and Solomon represent and warrant that all of the Furniture described in Exhibit B hereto is owned by Arlan's.

6. This Agreement is binding on the parties hereto, their successors and assigns, and is binding on any other entity owned and/or controlled by Solomon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ARLAN'S AGENCY, INC.,

BY: Ernest M. Solomon
Ernest M. Solomon

ITS: President

Ernest M. Solomon
Ernest M. Solomon

CADILLAC INSURANCE COMPANY IN LIQUIDATION
and its wholly owned assets/subsidiaries,
CADILLAC LIFE INSURANCE COMPANY
CITY PREMIUM BUDGET COMPANY, INC.
WORLD PREMIUM BUDGET SERVICE COMPANY, INC.

BY:

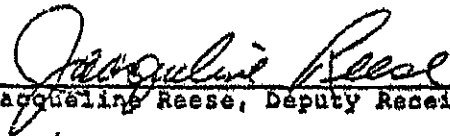

Jacqueline Reese, Deputy Receiver

EXHIBIT A

ARLANS AGENCY, INC.

Furniture Description/Inventory Listing

1 Special - Essex Double Pedestal Desk Consisting of

- (1) 96"W x 42"D Top with 3 sided 7" overhang
- (2) 48"W x 27"D return with 7" overhang (left)
- (3) Right Hand return is mirror image of (2) above

Continuous Box Base, Finish: Antique

3 pieces of glass have been cut to fit

3 Special - Essex Series Credenzas 105"W x 21"D finish: Antique

3 pieces of glass over each of the three credenzas

Annex A

Cadillac Insurance Company, In Liquidation
Furniture Description/Inventory Listing

LOBBY AREA - SPACE NO. 100

- 1 Metro Tiburon Series Modular Seating (armless) Fabric: Cabernet
- 1 Bernhardt Drum Table, Sapela Finish, 18"W x 18"D x 16"H
- 1 Tree in brass container (doesn't have to be brass)

MICHELE/RECEPTION AREA SPACE NO. 200

- 1 Single Pedestal Desk 72" x 36" with pedestal on right, return on left
48" x 24" with back panel - finish: mahogany
- 1 four drawer credenza 24" x 60", finish: mahogany
- 1 desk chair
- 1 plant in pot

COMMON AREA AROUND MICHELE SPACE NO. 201

- 1 45"W four drawer lateral file cabinets - finish: mahogany
- 1 Storage cabinet, 36" x 41 1/2" w two adjustable shelves, color: grey value

FILE ROOM AREA ADJACENT TO MICHELE SPACE NO. 202

- 1 Storage Cabinet, 36" x 41 1/2" w adjustable shelves - color: grey value
- 5 Storage Racks (open shelving) 36" x 18"

JACKIE'S OFFICE - SPACE NO. 300

- 1 round conference table, 29" x 48" dia., finish mahogany
- 1 Essex series desk, 76" x 42" double pedestal, finish mahogany
- 1 Essex series credenza, finish mahogany
- 6 Hickory business furniture side chairs with cone back and upholstered seat
with cherry wood finish, fabric: boysenberry
- 1 desk chair
- 1 tree in brass container

Exhibit B cont.

Page Two

PAT'S OFFICE SPACE NO 301

- 1 70" x 35" single pedestal desk with right return 45" x 24" and back sect.
70" x 35" with two drawer lateral file ped. finish: mahogany
(This is currently located in Mike Grandstaff's office and is
- 1 lateral file 60" x 25" with four legal size drawers, finish: mahogany
formerly Chito Castro's furniture)
- 2 side chairs
- 1 desk chair
- 1 42" round conf. table with chrome pad base, finish: mahogany

ACCOUNTING/DOCUMENT FILE ROOM - SPACE NO. 302

- 12 five drawer file cabinets , 36" x 18"

JAN'S OFFICE - SPACE NO. 303

- 1 Right hand single pedestal desk 67 1/4" x 34 1/4" x 29 5/8" with left return of
of 37 1/4" x 21 1/4", finish mahogany
- 1 matching credenza unit 87" x 19", finish mahogany
- 2 David Edward pull-up chairs - tight seat and back, solid mahogany, mauve
fabric
- 4 David Edward pull-up chairs - tight seat and back, solid mahogany, gray/
mauve patterned fabric
- 1 round conference table, 29"H x 48 dia, finish mahogany, includes glass
top
- 1 desk chair

AARON'S OFFICE SPACE NO. 304

- 1 Movable Wall 72" x 30" desk finish is gray value with walnut stained
mahogany wood top with left return 48" x 24" with back section of 72"
x 24" both return and back are gray value paint with walnut stained
mahogany wood top
- 2 35" x 29" H two drawer lateral files, finish mahogany
- 2 side chairs
- 1 desk chair

EMPLOYEE LUNCHROOM - SPACE NO. 305

- 1 Steelcase Series 8500 Table round 42" in diam
- 4 snodgrass side chairs with arms and open back, polished chrome, fabric: berries/mulberry
- 1 Portable GE compact refrigerator - TA7SJ, 6.6 cu ft capacity, 24" wide
- 1 Storage cabinet, 36" x 41 1/2" w two adjustable shelves, color grey value

TONY'S OFFICE SPACE NO. 306

- 1 Movable Wall 72" x 30" desk finish gray value with walnut stained mahogany wood top with right return of 48" x 24" and back section of 72" x 24" both return and back in gray value paint with walnut stained mahogany wood top
- 2 35" x 29" h two drawer lateral files, finish is mahogany
- 2 side chairs
- 1 desk chair

LARRY'S OFFICE SPACE NO. 307

- 1 Double Pedestal Desk 72" x 36"
- 1 Matching credenza, 72" x 24"
- 2 england chair - black leather stainless steel frame
- 1 Tree in chrome container
- 1 desk chair

CONFERENCE ROOM SPACE NO. 308

- 1 8' Conference Table - traditional style, Finish: Antique Mahogany
- 8 Italian Provincial Arm Chairs with exposed wood frame, bottle green leather
- 1 matching credenza
- 1 plant

Exhibit B cont.

Page Four

FILE ROOM - SPACE NO. 309

3 filing unit racks - all connected wall units 72" x 12"

Plastic wastebaskets and accessories as needed.

A M E N D M E N T

AGREEMENT REGARDING FURNITURE AND EQUIPMENT

The Agreement Regarding Furniture and Equipment, effective May 12, 1993, is hereby amended to include all items described in Exhibit C attached hereto.

The attachment of Exhibit C shall become effective and become a part of the Agreement Regarding Furniture and Equipment as of May 12, 1993.

All provisions and terms of the Agreement Regarding Furniture and Equipment remain unchanged and in full force and effect.

ARLAN'S AGENCY, INC.,

BY:

EM Solomon
Ernest M. Solomon

ITS: President

EM Solomon
Ernest M. Solomon

CADILLAC INSURANCE COMPANY, IN LIQUIDATION
and its wholly owned assets/subsidiaries,
CADILLAC LIFE INSURANCE COMPANY
WORLD PREMIUM BUDGET COMPANY, INC.
CITY PREMIUM BUDGET COMPANY, INC.

BY:

Jacqueline Reese
Jacqueline Reese, Deputy Receiver

Dated: 10-28-93

EXHIBIT C

ACCESSORIES

Michele's Desk

(All Brass)
Rolodex
Note Paper Holder
Waste Basket
Message Holder
Calendar Holder
In/Out Basket
Blotter

Jan's Desk

(All Brass)
Calendar Holder
Scissors/Letter Opener Holder
In/Out Basket
Desk Blotter
Waste Basket
Rolodex

Miscellaneous

9 Plastic Waste Baskets (White)
8 Wire Baskets
3 Desk Blotters
4 In/Out Plastic Trays (White)
1 Tape Dispenser (Gray)
3 Desk Chairs

Equipment

1 CRS Calculator - Serial No. 155649 (Jaho)
1 Casio Calculator - Serial No. 9213968 (MAdkins)
1 Max P.D. 122 Calculator - Serial No. D85M89755 (JReese)
1 CRS Calculator - Serial No. 157744 (LKalosis)
1 Casio DF 220 Calculator - Serial No. 9212172 (TNowak)
1 CRS 2200 Calculator - Serial No. 157743 (AAho)
1 Casio 1200 Calculator - Serial No. 175311 (storage)
1 Casio DL250 Calculator - Serial No. 3231717 (storage)
1 CRS 2200 Calculator - Serial No. 155620 (storage)
1 Casio 220 Calculator Serial No. 9213966 (Storage)